

JPA #91-03

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

KR 91-0830

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PRESCOTT, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the CITY is empowered by A.R.S. Section 48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY,

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall consist of the installation of new traffic signals at the following location:

US 89 at Montezuma St./3rd St.
MP 311.55 - City of Prescott
Project 89 YV 311 H 2888 01C

NO. <u>15744</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/18/91</u>
<u>Richard Mahoney</u> Secretary of State
<u>Ving V. Venerable</u>

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY, shall advertise for bids and award a contract for the installation of traffic signals on US 89 at Montezuma St./3rd St., MP 311.55 in the City of Prescott.

2. The CITY, will be responsible for any contractor claims for extra compensation attributable to the CITY.

3. The STATE, upon completion of the work, shall reimburse the CITY for 2/3 of the final construction and engineering costs on US 89 at Montezuma St./3rd St.

4. The STATE will be responsible for any contractor claims for extra compensation attributable to the STATE.

5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this Agreement is subject to cancellation in accordance with the provisions of A.R.S. §38-511.

7. The provisions of A.R.S. Section 35-214 are applicable to this Agreement.

8. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

9. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


State Traffic Engineer

DATE:

5/6/91

CITY OF PRESCOTT

BY:

Robert C Morgan

TITLE:

MAYOR

DATE:

April 10, 1991

ATTEST:


City Clerk

EXHIBIT "A"

RESOLUTION NO. 2373

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT AND LETTER ADDENDUM TO INTERGOVERNMENTAL AGREEMENT, A.G. #79867, WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF TRAFFIC SIGNALS AT U.S. 89 AND MONTEZUMA STREET/THIRD STREET, MP 311.55 IN THE CITY OF PRESCOTT, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the Arizona Department of Transportation and the City of Prescott are authorized and empowered to enter into intergovernmental agreements pursuant to A.R.S. Section 11-951, et. seq.; and

WHEREAS, the installation of traffic signals at U.S. 89 and Montezuma Street/Third Street, MP 311.55 in the City of Prescott will benefit the citizens of the City; and

WHEREAS, the installation of the traffic signals will provide a safer vehicle environment for those who live in the City while they use U.S. 89 and Montezuma Street/Third Street, and for those many tourists who use this route throughout the year; and

WHEREAS, the Intergovernmental Agreement between the City and the Arizona Department of Transportation provides that the Arizona Department of Transportation will reimburse the City for two-thirds of the cost of installation of said traffic signals; and

WHEREAS, the Letter Addendum to Intergovernmental Agreement A.G. #79867 provides for the Arizona Department of Transportation to maintain the foregoing signal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott hereby approves the attached Construction Intergovernmental Agreement and Letter Addendum between the City and the Arizona Department of Transportation for partial reimbursement to the City for installation and maintenance of traffic signals at U.S. 89 and Montezuma Street/Third Street, MP 311.55 in the City of Prescott, attached hereto as Exhibit "A".

EXHIBIT "B"


APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Construction Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the CITY OF PRESCOTT, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 10th day of April, 1991.

CITY OF PRESCOTT

BY:



City Attorney

CONSTRUCTION - TRAFFIC SIGNALS

CITY OF PRESCOTT

US89 @ MONTEZUMA/3RD ST.

Project 89 YV 311 H2888 01C

RESOLUTION

BE IT RESOLVED, on this 25 day of Feb, 1991, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with the CITY OF PRESCOTT for the installation of traffic signals and/or highway lighting justified by a signal warrant study. The STATE shall reimburse the CITY OF PRESCOTT for 2/3 of the final construction and engineering costs. The cost of this project is estimated at \$80,000.00. The City of Prescott will design and administer the project. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



JAMES S. CREEDON, ACTING DIRECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Wood~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

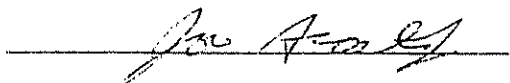
DETERMINATION

A. G. Contract No. BR 91-0830, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11 day of June, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section